

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

CLINT CARMICHAEL,

Plaintiff,

v.

JP MORGAN CHASE,

Defendant.

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CASE NO. 8:10CV212

ORDER

This matter is before the court on Defendant's Motion for More Definite Statement. (Filing No. [15](#).) In its Motion, Defendant requests that the court require that Plaintiff provide additional details supporting his claims because his 28-page Complaint is "unduly lengthy, ambiguous, incomprehensible, and completely devoid of any facts from which JPMorgan Chase could reasonably respond." (Filing No. [16](#) at CM/ECF p. 4.)

Plaintiff's Complaint is difficult to decipher. However, the court is required to construe Plaintiff's Complaint liberally and finds that it sets forth enough information to allow Defendant to respond. Indeed, the court has already liberally construed the Complaint and determined that Plaintiff's Complaint requests that the court prevent the sale of his home through state-court foreclosure proceedings.¹ (Filing No. [7](#).) While every single detail supporting this claim may not be included in the Complaint, there is sufficient detail to allow Defendant to file a responsive pleading.

¹As stated in its previous Memorandum and Order, the court believes that abstention in this matter is likely warranted. (Filing No. [7](#).) Defendant is encouraged to keep this in mind when filing its responsive pleading. If Defendant seeks dismissal of this matter on abstention grounds, Defendant is directed to provide the court with information regarding the ongoing state-court proceedings.

IT IS THEREFORE ORDERED that: Defendant's Motion for More Definite Statement (Filing No. [15](#)) is denied.

DATED this 29th day of September, 2010.

BY THE COURT:

s/Laurie Smith Camp
United States District Judge

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